

IN UNITED STATES DISTRICT COURT  
for the  
NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

R. Lance FLORES, and  
Vicki CLARKSON,

v.

Scott Anthony KOSTER, et al.

Plaintiffs,

Defendants.

Civil Action

Nº

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PLAINTIFFS' EXHIBITS  
VOLUME 3

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[Note: ○→; #●→; or ◐→ Annotations are reference marks added for referential clarity. Some e-mail message inclusions omitted]

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**EXHIBIT 053 – Koster July 6<sup>TH</sup> Msg. – Koster Withholds Evidence from Federal SEC Investigator**

——— Original Message ———

Subject: FW: Fw: Fwd: Re: W9 Information

Date: Tue, 6 Jul 2010 19:12:09 -0500

From: Scott Koster <koster.scott@gmail.com>

To: Lance @ MFI <lance@mockingbirdfilms.com>

Lance,

A few updates on the IDLYC side of things. I had two separate contacts today regarding the refund, and what is being planned. Mark Gelazela contacted me stating very clearly, followed up with an email, that if he does not hear from BMW Majestic by tomorrow, regarding the refund of his clients, that he will be pushing forward with his own legal actions against them, as he wants to ensure that each of his clients is being delt with correctly.

①→I was also contacted again by the SEC investigator, asking if there was anything new to report, and asked if I had received my refund from the investment with IDLYC. He did state that there is an active investigation regarding this whole investment, and that it is larger than just IDLYC. There were 5+ other firms like IDLYC that were transacting with BMW Majestic.

On the gold B/S side, I am waiting to hear back from Richard, one of the three papered principals of the gold firm, to give me a solid timeline on when we can proceed.

On Tue, Jul 6, 2010 at 3:10 PM, Lance @ MFI <lance@mockingbirdfilms.com> wrote:

Scott – Vicki and I have worked out all our legal details out. We will not be engaging Kerim for any legal or procedural process. We are ready to proceed from here.

Lance

**EXHIBIT 054 – Flores July8TH Legal Notice to Koster - Urging Koster Not to Withhold Evidence from SEC**

**From: "Lance @ MFI" <lance@mockingbirdfilms.com>**

**To: Scott Koster <koster.scott@gmail.com>**

**CC:**

**Subject: FW: Fw: Fwd: Re: W9 Information**

**Date: Thu, 08 Jul 2010 15:42:39 GMT**

**Content-Type: text/plain; charset=utf-8**

**Scott –**

**A few questions; and, I think we ought to have a quick 5-10 minute telephone call.**

**1. Have you spoken to Richard? I would be beneficial to get as much of the paperwork out of the way.**

**2. The Gold Buy/Sell "Green Light" .. you said it was resolved. What are the tasks left on the critical path?**

**3. Did you give the SEC a copy of that BMW Majestic phony-baloney refund response letter from their Board of Directors? This has got to be fraudulent as hell; thus, a act of mail fraud (probably just one among many wire/mail frauds that have gone on) which could held as one of the minimum two predicate acts for the feds to move on RICO (racketeering) charges against BMW.**

**Give me a quick call so we can work on moving on.**

**Good day to you,**

**Lance**

**EXHIBIT 055 – Koster July 8<sup>TH</sup> Answer - Koster Intention to withhold Evidence fr Fed Investigation**

—— Original Message ——

**Subject:** Re: FW: Fw: Fwd: Re: W9 Information

**Date:** Thu, 8 Jul 2010 13:40:27 -0500

**From:** Scott Koster <koster.scott@gmail.com>

**To:** Lance @ MFI <lance@mockingbirdfilms.com>

replies below in red. I have been on calls all day, and on the road for the rest so far. Just got home to pick up my laptop, and head out to our arena for practice. I will call you from up there, but here is a rundown.

On Thu, Jul 8, 2010 at 10:42 AM, Lance @ MFI <lance@mockingbirdfilms.com> wrote:

**Scott –**

**A few questions; and, I think we ought to have a quick 5-10 minute telephone call.**

**1. Have you spoken to Richard? I would be beneficial to get as much of the paperwork out of the way.** we are waiting for the buy/sell group to decide which bank/beneficiary they want to deliver this to. because its not just one client, they are offering it up to several beneficiaries, so that they can decide amongst themselves

**2. The Gold Buy/Sell "Green Light" .. you said it was resolved. What are the tasks left on the critical path?** the rest is simple, just takes time. we have to get the paperwork out to you guys, once the buy/sell group decides which route this will all go. the next step will be to determine who will be the person acting as the client for the paperwork, and get that issued to them. the final step will be to get the calls done with the group, and get the instrument delivered.

**3. Did you give the SEC a copy of that BMW Majestic phony-baloney refund response letter from their Board of Directors? This has got to be fraudulent as hell; thus, a act of mail fraud (probably just one among many wire/mail frauds that have gone on) which could held as one of the minimum two predicate acts for the feds to move on RICO (racketeering) charges against BMW.** I did not. I am meeting with my attorney next week to go over the course of action from here. I do not want to spend too much money on it, as Im already out 150k if they lost/spent the money, and are selling their stake house. I want to see what my attorney can accomplish, prior to going too much farther into my pocket to deal with it.

**Give me a quick call so we can work on moving on.**

**Good day to you,**

**Lance**

--  
Scott A. Koster  
koster.scott@gmail.com  
info@alicorncapitalmanagement.com  
Direct: 612-916-7007  
Conference Line: 218-844-8230  
Access Code: 380262#  
Skype: alicorn.capital

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**EXHIBIT 056 – Flores July 9<sup>TH</sup> – 2<sup>ND</sup> Legal Notice to Koster – Federal Crimes & Obstruction of Justice**

——— Original Message ———

**Subject:** Re: Re: FW: Fw: Fwd: Re: W9 Information  
**Date:** Fri, 09 Jul 2010 09:27:38 -0500  
**From:** Lance @ MFI <lance@mockingbirdfilms.com>  
**To:** Scott Koster <koster.scott@gmail.com>

**July 9, 2010**  
**Day 202 (of the IDLYC/BMW Majestic fraud)**

**Scott –**

**Appears things are moving ahead; that's good. I looks like the the only object in the critical path is the transaction receiving bank selection.**

**Just a note about BMW BoD refund response letter. Since it is related to what may be a felony of felonies involving federal crimes, fraud, mail fraud, and/or racketeering, inter alia, you may want to rethink the value of withholding evidence. Having direct knowledge of a federal investigation and withholding evidence may be construed as obstruction of justice and is a federal crime. Just a thought ..**

**Lance**



**EXHIBIT 057 – Koster July 12<sup>TH</sup> Msg - IDLYC & BMW Majestic: Regulated Large Intl. Companies**

—— Original Message ——

Subject: Re: Re: Fw: Website

Date: Mon, 12 Jul 2010 10:28:43 -0500

From: Scott Koster <koster.scott@gmail.com>

To: Lance @ MFI <lance@mockingbirdfilms.com>

CC: John Childs <jchilds3@gmail.com>, Kerim Emre <kerim.emre@gmail.com>

Lance,

Why would you send this saying just "Thanks". These issues that you had started before us. It sucks that IDLYC did not perform, but it was an honest attempt to help you, through Kerim, to get you back on your feet. Just as we are opening our doors for the gold buy/sell, we have only been here to help.

I am talking with Richard later on today (He is in Hawaii for a family wedding, and is 5 hours behind me) to discuss the structure for the three of you. I am in the process of putting together a procedures document for you all, so that once we get this rolling, we can push it forward rather quickly.

My attorney drafted up the documents for the movement of you guys to the new program, and I am sitting down with him this week to review those, and make any changes that I feel need to be made.

①→In regards to IDLYC, Mark is going after BMW now, along with all of the principals, as they have missed multiple timelines for the refund, and he is catching heat for it, as the principal owner of an international financial entity. Where he has put himself in a bad situation, is that unlike you and I, he is operating in a very strictly regulated arena. He has exposed himself to a serious level of liability, and is now taking action to correct what went wrong.

I will be in touch later on today, either after I talk to Richard, or after I get a better picture of a solid timeline for moving forward. I am sorry for the issues that your having with your past partners. Hopefully when all this is done, you can go back to them, and reconcile the relationships by proving performance to them on your future projects.

**EXHIBIT 058 – Flores July 25<sup>TH</sup> Msg. - 218<sup>TH</sup> Day Notice of Transaction, 193<sup>RD</sup> Day in Default & Damages Notice**

**From:** "Lance @ MFI" <lance@mockingbirdfilms.com>  
**To:** Scott Koster <koster.scott@gmail.com>  
**CC:**  
**Subject:** Fwd: Fwd: Fwd: Re: Good to Go  
**Date:** Sun, 25 Jul 2010 19:48:51 GMT  
**Content-Type:** text/plain; charset=utf-8

**7/25/2010**  
**Day 218**

Scott, can we move this thing along. The damages are already far beyond any relief this Buy/Sell can provide. The damage continues to accumulate every day. We've got put a line in the sand, and set hard dates. I've managed to get a venture capital group to save our studio property at quite a loss to us, but the deadline is the 27th of August for my contribution, otherwise that is lost as well as everything else. So you can work it backward from the the 27th, that's our drop dead date here.

On 7/25/2010 2:17 PM, Lance @ MFI wrote:

>  
>  
> ----- Original Message -----  
> Subject: Fwd: Fwd: Re: Good to Go  
> Date: \*Sun, 25 Jul 2010 11:27:53 -0500\*  
> From: Lance @ MFI <lance@mockingbirdfilms.com>  
> To: Scott Koster <koster.scott@gmail.com>  
>  
>  
>  
> 7/25/2010  
> Day 218  
>  
> Know any more this weekend?  
> Lance  
>  
> ----- Original Message -----  
> Subject: \*Fwd: Re: Good to Go\*  
> Date: \*Sat, 24 Jul 2010 14:22:57 -0500\*  
> From: Lance @ MFI <lance@mockingbirdfilms.com>  
> To: John Childs <jtchilds@gmail.com>  
> CC: Scott Koster <koster.scott@gmail.com>  
>

>  
>  
> \*7/24/2010  
>  
> How about today?  
> lance\*  
>  
> ----- Original Message -----  
> Subject: \*Re: Good to Go\*  
> Date: \*Fri, 23 Jul 2010 12:50:14 -0500\*  
> From: Lance @ MFI <lance@mockingbirdfilms.com>  
> To: Scott Koster <koster.scott@gmail.com>  
>  
>  
>  
> \*Do we know more?  
> Lance\*  
>  
> On 7/22/2010 12:26 PM, Scott Koster wrote:  
> >  
> > \*I will know more today.\* Even if nothing to report new, I will hit you  
> > up tonight. Sorry for being sketchy, I know that its annoying. I am  
> > doing my best with what I have right now.  
> >  
> >  
>

**EXHIBIT 059 – Flores July 29<sup>TH</sup> Msg., 222<sup>ND</sup> Day of Transaction - Notice of Damages & Non-Performance**

----- Original Message -----

**From:** Lance @ MFI

**To:** Scott Koster

**Cc:** John Childs

**Sent:** Thursday, July 29, 2010 8:17 AM

**Subject:** Re: Fwd: Re: Good to Go

**7/29/2010**

**Day 222**

Scott, please send the committed time-line.

I have a August 27th deadline to contribute to close a deal with a venture capital group and salvage what's left of the damages related to the original transaction non-performance. I still have not received any verifiable investment transaction document since the original deposit of the investment funds 222 days ago.

Vicki and I are discussing a trip to Minneapolis to work with another attorney and help get this transaction done. I appears you don't have the time with your travels to even make a call or send a message so I believe you need help to get this done. Please send the contact information for your lawyer that we can make arrangements with him; perhaps this way it would free you up for all your traveling and other more important business.

Best,  
Lance

**EXHIBIT 060 – Koster July 29<sup>TH</sup> - States Non-Accountability for Fiduciary Duty - Acknowledgment of Intent of Placement into Gold Buy/Sell Trade**

——— Original Message ———

Subject: Re: Fwd: Re: Good to Go

Date: Thu, 29 Jul 2010 12:04:04 -0500

From: Scott Koster <koster.scott@gmail.com>

To: Lance @ MFI <lance@mockingbirdfilms.com>

CC: John Childs <jchilds3@gmail.com>, Kerim Emre <kerim.emre@gmail.com>

> Lance,

In reading this email, I have to ask you directly... Did you not listen to your VM that I left you on Tuesday evening? It was quite lengthy, to the point that the message came on at the end of the VM telling me to finish it, or re-record. ①→Richard and his group, as I stated to you previously, are currently focused on the business that they have moving forward currently. Them taking the three IDLYC clients that I have requested to be placed under one contract is as a favor, and is not their typical course of business. Also as I stated before, and in the VM, they are prepared to issue a contract mid to late next week on this, pending they have the capability to do so. If they do not have the negotiated exits in place, they cannot issue a contract. I there for, cannot send documents outlining something that simply does not yet exist. I know you understand this, so why the game playing? You understood it well the last time we spoke on the phone. If you are stressed, and under pressure, I understand, but do not come back to making subtle and underhanded threats. My attorney is not involved in moving the three of you forward to the buy/sell outside of drafting the paperwork once we are to that point. I do not need my attorney to handle my every day business, and only pay him to deal with issues.

②→Please also remember that me doing this for you and the other two clients, is done so as an act of good faith, and commitment to you as my clients. I am most definitely not required by any duty, written or personal, to go this far for you guys. I am referring you over to the buy/sell group solely because of the legit projects that each of you have.

If you and Vicki wish to come and visit me, that is fine. I am here. My attorney will be here as well. As far as him being any help in this matter, as I stated previously, he is only there for the issues that I cannot handle myself, and that require the hand of a legal professional. If he gets involved, it will be on that basis only.

In regards to my travels, other than local business and medical appts, both of which I assure you I wish I did not have, I work. I work on the files that deem the immediate attention at that time. Currently lance, your file does not require me to babysit it every hour of every day. I have provided to you updates as they are available, and in a very timely manner. I was very forthright and honest with you with everything regarding every aspect of this transaction. I only have ever requested the same in return.

If there are issues that you have in moving forward, please voice them. If they are beyond you,

**make them known, so that we can work them out together. If there are no issues, and you have questions that are not outlined in this email, please ask them.**

**③→As I stated before, and will again here, as soon as there is a solid timeline provided, I will pass that along. At this point, the buy/sell group is not required to provide any solid timeline, and I myself cannot do that either, as I do not have the information necessary to do such. Rest assured, as I have in the past, as soon as I have the information, I will pass it along, as well as the proper documentation to support the information and timelines.**

Scott

**EXHIBIT 061 – Flores July 30<sup>TH</sup> Response to Koster's Thu, 29 Jul 2010 12:04:04 -0500 Msg. - 196<sup>TH</sup> Notice of Performance default - Notice of obligation and liability to perform.**

**From: "Lance @ MFI" <lance@mockingbirdfilms.com>**

**To: Scott Koster <koster.scott@gmail.com>**

**CC:**

**Subject: Fwd: Re: Good to Go**

**Date: Fri, 30 Jul 2010 02:47:28 GMT**

**Content-Type: text/plain; charset=utf-8**

**7/29/2010**

**Day 222**

**After one-hundred ninety-four days past first IDLYC performance date,①→ you do [have a] substantial obligation and liability to perform which you for your own need may title such as babysitting or whatever you wish. I shell pen a letter to you in the morning which you should receive by post shortly.**

**Lance**

**EXHIBIT 062 – Koster August 16<sup>TH</sup> Msg. & Emre August 15<sup>TH</sup> – Gold Buy/ Placement Intent**

—— Original Message ——

**Subject:** lance docs, just got in a bit ago from the weekend. sorry for keeping you waiting

**Date:** Mon, 16 Aug 2010 03:11:04 -0500

**From:** Scott Koster <koster.scott@gmail.com>

**To:** Lance @ MFI <lance@mockingbirdfilms.com>

**CC:** Kerim Emre <kerim.emre@gmail.com>, John Childs <jchilds3@gmail.com>

Kerim and Lance I am sorry for keeping you hanging. I thought I sent these off friday, and I just typed them up, and did not send them.

①→Attached is the document for the movement of you and the other two parties forward into the instrument as discussed. This will be the first step. Upon executing this document, we will get the buy/sell group to explain their process to you, and have you get an understanding/comfort level in moving forward.

If you have any questions on this document, please feel free to ask away. This document is solely for the movement of your interests, and the documents/agreements for the instrument and buy/sell are separate and yet to come.

I apologize for just now getting this to you. I wanted you to have it over the weekend to review. I reloaded my operating software on my computer, and had all of my files for IDLYC on my external hard-drive. Sorry for the delay.

—  
Scott A. Koster  
koster.scott@gmail.com  
info@alicorncapitalmanagement.com  
Direct: 612-916-7007  
Conference Line: 218-844-8230  
Access Code: 380262#  
Skype: alicorn.capital



**EXHIBIT 063 – Scott Koster August 16<sup>TH</sup> Msg. – Initiation of Wire Fraud – w/Unsigned Partnership Termination And Wind-up Agreement and Mutual Release**

----- Original Message -----

**Subject:** lance docs, just got in a bit ago from the weekend. sorry for keeping you waiting

**Date:** Mon, 16 Aug 2010 03:11:04 -0500

**From:** Scott Koster <koster.scott@gmail.com>

**To:** Lance @ MFI <lance@mockingbirdfilms.com>

**CC:** Kerim Emre <kerim.emre@gmail.com>, John Childs <jchilds3@gmail.com>

Kerim and Lance I am sorry for keeping you hanging. I thought I sent these off friday, and I just typed them up, and did not send them.

Attached is the document for the movement of you and the other two parties forward into the instrument as discussed. This will be the first step. Upon executing this document, we will get the buy/sell group to explain their process to you, and have you get an understanding/comfort level in moving forward.

If you have any questions on this document, please feel free to ask away. This document is solely for the movement of your interests, and the documents/agreements for the instrument and buy/sell are separate and yet to come.

I apologize for just now getting this to you. I wanted you to have it over the weekend to review. I reloaded my operating software on my computer, and had all of my files for IDLYC on my external hard-drive. Sorry for the delay.

—  
Scott A. Koster  
koster.scott@gmail.com  
info@alicorncapitalmanagement.com  
Direct: 612-916-7007  
Conference Line: 218-844-8230  
Access Code: 380262#  
Skype: alicorn.capital

-----  
[message code identifying attachment - alleged should have signed - coded document shows document was not signed, document also verifiable via server internet cashing; comment added]

From - Mon Aug 16 03:15:29 2010  
X-Account-Key: account3  
X-UIDL: UID3711-1250662321  
X-Mozilla-Status: 0003  
X-Mozilla-Status2: 10000000  
X-Mozilla-Keys: \$label1

Return-path: <koster.scott@gmail.com>

Envelope-to: lance@mockingbirdfilms.com

Delivery-date: Mon, 16 Aug 2010 03:11:09 -0500

Received: from mail-vw0-f46.google.com ([209.85.212.46])

by cl14.justhost.com with esmtp (Exim 4.69)

(envelope-from <koster.scott@gmail.com>)

id 1Okumh-0002IT-Hz

for lance@mockingbirdfilms.com; Mon, 16 Aug 2010 03:11:09 -0500

Received: by vws3 with SMTP id 3so3278938vws.5

for <lance@mockingbirdfilms.com>; Mon, 16 Aug 2010 01:11:04 -0700 (PDT)

DKIM-Signature: v=1; a=rsa-sha256; c=relaxed/relaxed;

d=gmail.com; s=gamma;

h=domainkey-signature:mime-version:received:received:date:message-id

:subject:from:to:cc:content-type;

bh=RiGyjmWgKx8dktnmYSPv1cf3yYQ24Qf/wp0tn7ZRWFs=;

b=FHR0E7nKFIwfUJpJbGzReupqzYPcNF4cjuM29dE9UC114TcqPFkFMYRBe+0P1k7+cY  
zbF7RISISJs5GiULFRdE/9TGI7IuRLhSrwpxn6CeJ0TrpPOhP2FFHWVObd1VBsjGAR7T  
3Cay42ZpgqXB+pbB/p6WRxqCaIEkqM/zPUc6I=

DomainKey-Signature: a=rsa-sha1; c=noaws;

d=gmail.com; s=gamma;

h=mime-version:date:message-id:subject:from:to:cc:content-type;

b=ZB4iWTrVJ7iWcbF79qmQCfVeAdSFcQ9g850kj+crxEa1nIGzMpbMEMdol2Ib3ViLWj

ORvBitBWwd3Q3T2vnQG1DSV/oqnfh1NYdqaIGnTUjNRxudo71edcmsOVUCXw4dSljzI

cf1s0+OeOruyUQmz9HY7qP7QZB6H0GQzMv6xQ=

MIME-Version: 1.0

Received: by 10.220.84.209 with SMTP id k17mr2950794vcl.247.1281946264437;

Mon, 16 Aug 2010 01:11:04 -0700 (PDT)

Received: by 10.220.177.197 with HTTP; Mon, 16 Aug 2010 01:11:04 -0700 (PDT)

Date: Mon, 16 Aug 2010 03:11:04 -0500

Message-ID:

<AANLkTimvxWC\_6rRPMpK5OFQFJoRS6wH4X\_SKeJ0GY3kP@mail.gmail.com>

Subject: lance docs, just got in a bit ago from the weekend. sorry for keeping  
you waiting

From: Scott Koster <koster.scott@gmail.com>

To: "Lance @ MFI" <lance@mockingbirdfilms.com>

Cc: Kerim Emre <kerim.emre@gmail.com>, John Childs <jchilds3@gmail.com>

Content-Type: multipart/mixed; boundary=0016e64bb906b685b3048dec5ff8

X-Spam-Status: No, score=0.1

X-Spam-Score: 1

X-Spam-Bar: /

X-Spam-Flag: NO

X-Brightmail-Tracker: AAAAAA==

X-Brightmail-Tracker: AAAAAA==

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--0016e64bb906b685a9048dec5ff6

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①→[Attachment header code]

--0016e64bb906b685a9048dec5ff6--

--0016e64bb906b685b3048dec5ff8

Content-Type: application/msword; name="IDLYC2SBLCMFI.doc"

Content-Disposition: attachment; filename="IDLYC2SBLCMFI.doc"

Content-Transfer-Encoding: base64

X-Attachment-Id: f\_gcxlplqw0

[Attachment follows:]

②→

**PARTNERSHIP TERMINATION AND WIND-UP AGREEMENT  
AND MUTUAL RELEASE**

**THIS PARTNERSHIP TERMINATION AND WIND-UP AGREEMENT AND MUTUAL RELEASE (the "Agreement") is effective as of the 12th day of August 2010, by and between Lance Flores MFI ("MFI") and Alicorn Capital Management, LLC, a Minnesota limited liability company ("Alicorn").**

**RECITALS**

- A. On December 11, 2009, MFI and Alicorn entered into a Profit Sharing Agreement (the "Profit Sharing Agreement") whereby the parties formed a partnership in order to invest certain funds in bank guaranties issues by various foreign financial institutions including but not limited to Deutsche Bank Hong Kong.**
- B. Under the terms of the Profit Sharing Agreement, MFI and Alicorn agreed to split the profits associated with the placement and use of various bank guarantees or letters of credits issued by the participating foreign financial institutions to its clients, customers and others in need of the guaranties.**
- C. The investment program, which was offered through IDLYC Holdings Trust, a corporation organized under the laws of New Zealand, was discontinued before any profit was realized through the placement of any of the bank guaranties. As part of the discontinuance, IDLYC has offered to return the investment of Alicorn. As of the date of this Agreement, no monies have been returned to either party.**
- D. Alicorn has offered and MFI has accepted to have the funds submitted on behalf of MFI to be applied towards the initial cost of a Standby Letter of Credit with the face value of 10,000,000.00USD, in which MFI will hold a 33% share of rights to.**
- E. The parties desire to enter into this Agreement to terminate and wind-up their partnership and resolve any and all claims they may have against each other arising from or related to the investment and/or the partnership.**

**NOW, THEREFORE, the parties, by their signatures below, for good and valuable consideration, the sufficiency and adequacy of which is hereby acknowledged, agree as follows:**

- 1. Payment by Alicorn to MFI. In termination and wind-up of the partnership between them, Alicorn hereby agrees to assist in providing, and MFI hereby agrees to accept, a 1/3rd offering of a 10,000,000.00 USD Standby Letter of Credit. This financial instrument will be issued into the name of one party chosen by Alicorn, and delivered to 3rd party Gold Buy/Sell entity by lender. This instrument will be delivered by means of SWIFT messaging system, hard copy, as well as electronic copy. Introduction to Gold Buy/Sell group will be made after acceptance and signing of this agreement.**

2. Termination and Wind-up of Partnership. Upon the execution of this Agreement and the facilitation of financial instrument delivery set forth in Section 1, the partnership between the parties shall be terminated and wound up. In doing so, the parties recognize that no amount of the investment made by each of the parties has been returned to either of them from IDLYC Holdings Trust and that the partnership has a claim against it for those proceeds. The parties agree that the claim and any proceeds that may originate from the same, unless those proceeds are identified as profits by IDLYC Holdings Trust, shall be assigned to Alicorn and it shall have the right to receive, compromise or prosecute the same, in its sole discretion.

3. Release by MFI. Except as provided herein, MFI, for himself and his respective successors, privies, agents, heirs, legatees, representatives, and assigns, each hereby releases and forever discharges Alicorn and its respective successors, privies, agents, heirs, legatees, representatives, members, managers and governors together with any assigns from any and all manner of claims, actions, causes of actions, law suits, damages, liabilities, obligations, warranties, agreements, rights, costs, expenses, attorneys' fees, judgments, claims, counterclaims, crossclaims, and demands of any nature whatsoever, which relates to or has been asserted, or could have been asserted, whether they are in law, equity, or both, whether past, present, or future, known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, absolute or contingent, contractual, tortious, or otherwise, or in any way arising out of or pertaining to said claims, including, without limitation, any claims or potential claims associated with the investment referenced above or the partnership formed by the parties. This release specifically excludes any and all rights and/or remedies to enforce the terms of this Agreement.

4. Release by Alicorn. Alicorn, for itself and its respective successors, privies, agents, heirs, legatees, representatives, members, managers and governors and assigns, each hereby releases and forever discharges the MFI, and his privies, agents, heirs, legatees, representatives, and assigns from any and all manner of claims, actions, causes of actions, law suits, damages, liabilities, obligations, warranties, agreements, rights, costs, expenses, attorneys' fees, judgments, claims, counterclaims, crossclaims, and demands of any nature whatsoever, which relates to or has been asserted, or could have been asserted, whether they are in law, equity, or both, whether past, present, or future, known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, absolute or contingent, contractual, tortious, or otherwise, arising out of or pertaining to, without limitation, any claims or potential claims associated with the investment referenced above or the partnership formed by the parties. This release specifically excludes any and all rights and/or remedies to enforce the terms of this Agreement.

5. Binding Effect. The parties agree that this Agreement is and shall be binding on each signatory hereto and on each of their heirs, executors, administrators, assigns, agents, officers, shareholders, and successors in interest.

6. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes all prior agreements and understandings relating to the subject matter of this Agreement. This Agreement shall not be modified, amended, or terminated except as subsequently executed in writing by the parties.

7. Review of Agreement. Each party represents and certifies that they (1) have received a copy of this Agreement for review and study before being asked to sign it; (2) have read this Agreement carefully; (3) have been given a fair opportunity to discuss and negotiate the terms of this

Agreement; (4) understand its provisions; (5) have been advised and has consulted with their attorney; (6) have determined that it is in its best interest to enter into this Agreement; (7) have not been influenced to sign this Agreement by any statement or representation not contained in this Agreement or that it is subject to as a condition precedent; and (8) enter into this Agreement knowingly and voluntarily.

8. Governing Law. This Agreement will be construed and interpreted in accordance with the laws of the State of Minnesota. The parties agree that the State District Courts of Minnesota, Hennepin County, shall have exclusive jurisdiction over both the parties and any and all claims arising as a result of this Agreement or its enforcement. The parties specifically agree to personal jurisdiction of the Hennepin County State District Courts.

9. Joint Drafting of Agreement. The parties agree and acknowledge that neither party shall be determined to be the drafter of such agreement and it is acknowledged that all parties through counsel have had input in drafting this Agreement. Accordingly, any rules against the drafter, including ambiguity, shall not be interpreted against any party.

10. Severability. In the event that any section or portion of this Agreement shall be deemed to be invalid, void, voidable, or otherwise unenforceable under law, then, in that event, such section shall be severed from the entire agreement with all remaining sections retaining their full force and effectiveness hereunder.

11. Execution of Agreement. This Agreement may be executed by the parties in any number of counterparts so that the collection of all counterparts or partial executions shall constitute a fully executed and enforceable agreement. A facsimile or electronic copy of any execution of a counterpart shall have the same force and effect as if the same were an original.

12. Headings. The headings in this Agreement are included herein for convenience and reference only and should not be construed a part of this Agreement for any other purpose.

{Signatures to follow on next page}

ACCEPTED AND AGREED.

③ ↘

Dated: \_\_\_\_\_

\_\_\_\_\_  
Lance Flores MFI

Alicorn Capital Management, LLC

④ ↘

Date: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT 064 – August 18, 2010 Flores August 18<sup>TH</sup> Msg. – Signature Withdrawal**

**From:** "Lance @ MFI" <lance@mockingbirdfilms.com>

**To:** Scott Koster <koster.scott@gmail.com>

**CC:**

**Subject:** lance docs, just got in a bit ago from the weekend. sorry for keeping you waiting

**Date:** Wed, 18 Aug 2010 20:44:30 GMT

**Content-Type:** text/plain; charset=utf-8

Received, Signed, and returned to you a signed PARTNERSHIP TERMINATION AND WIND-UP AGREEMENT AND MUTUAL RELEASE on same day, 8/16/2009 with no response. I'll execute and send a signature withdrawal from aforesaid document pursuant to the Uniform Commercial Code via Certified Mail and resend a new document when you have sorted your issues out and will await a notice that you are ready to proceed. Please inform me of the schedule.

Lance Flores



**EXHIBIT 065 – Koster August 19<sup>TH</sup> Msg. – Alicorn Instrument in Place – Receipt of Partnership Termination &c. document – Wire Fraud**

----- Original Message -----

**Subject:** Re: lance docs, just got in a bit ago from the weekend. sorry for keeping you waiting

**Date:** Thu, 19 Aug 2010 14:52:35 -0500

**From:** Scott Koster <koster.scott@gmail.com>

**To:** Lance @ MFI <lance@mockingbirdfilms.com>

Lance,

I did receive your document, and have a call set for either Friday of this week, or Monday of next week. I did follow up with an email letting you know this on Monday. Check your junk mail, as I also emailed Kerim separately on all of this, so that he is in the loop.

As it sits now, the gold buy/sell is dictating the timeline on the calls. The instrument side that Alicorn is more in control of, is already in place :)

Sorry for the silence in communication. There is just nothing to say at this point. I will give you a call tomorrow, and discuss the time for the call.

On Wed, Aug 18, 2010 at 3:44 PM, Lance @ MFI <lance@mockingbirdfilms.com> wrote:

Received, Signed, and returned to you a signed **PARTNERSHIP TERMINATION AND WIND-UP AGREEMENT AND MUTUAL RELEASE** on same day, 8/16/2009 with no response. I'll execute and send a signature withdrawal from aforesaid document pursuant to the Uniform Commercial Code via Certified Mail and resend a new document when you have sorted your issues out and will await a notice that you are ready to proceed. Please inform me of the schedule.

Lance Flores

**EXHIBIT 066 – Scott Koster August 24<sup>TH</sup> Msg. – Koster Establishes First Available Date to Countersign Unsigned Partnership Termination &c.**

—— Original Message ——

**Subject:** Re: Conference w/ Gold B/S Agent  
**Date:** Tue, 24 Aug 2010 11:18:36 -0500  
**From:** Scott Koster <koster.scott@gmail.com>  
**To:** Lance @ MFI <lance@mockingbirdfilms.com>

The documents that I sent off should have had my signature on them when they were sent. It was on my end. I will do that as soon as I am back at my desk.

The contracts will come as soon as everyone has a chance to get on the phone with the buy/sell, and you each feel comfortable with them. Moving forward with them is a decision that you will make on your own, I cannot force your hand with that.

A deal is in place, we would be discussing a refund if that were not the case :)

You have to understand Lance, that they are 3 people running a commodities buy/sell group, transacting on gold, using financial instruments. There are several working parts that require their direct attention each and every day, for all of their transactions. I know it seems crazy that they cannot get on an introductory call, but when they commit to taking clients in, they focus all of their energy and attention on those clients, to ensure that they are moved forward properly. They have offered to open this up to you guys, and they are standing behind that.

On Tue, Aug 24, 2010 at 10:29 AM, Lance @ MFI <lance@mockingbirdfilms.com> wrote:

Have you sent back the counter-signed release? Why didn't you returned the signed contract?

Have you sent the contracts?

Do we have a deal in place or not?

Can we move on without a conference call to these guys? They don't appear to have the time or desire to speak to us. Why is that?

Lance

---

**EXHIBIT 067 – Flores August 25<sup>TH</sup> – Nine Month Performance Default Notice**

—— Original Message ——

From: Lance @ MFI  
To: Scott Koster  
Cc: Vicki Clarkson  
Sent: Wednesday, August 25, 2010 8:07 AM  
Subject: Re: Conference w/ Gold B/S Agent

Scott -

It's now Wednesday, August 25, 2010 , more than nine months after you received funds.  
Are we going to wrap this up today? Please advise immediately as I have a scheduled appointment.

I will be unavailable from 2:30 PM CST until 4:00 PM CST for an electrocardiogram and cardiology clinic appointment.

Lance

---

**EXHIBIT 068 – Flores August 26<sup>TH</sup> Msg. – Response to Koster's 8/25/2010 Msg.**

—— Original Message ——

Subject: Re: Déjà vu  
Date: Thu, 26 Aug 2010 08:43:38 -0500  
From: Lance @ MFI <lance@mockingbirdfilms.com>  
To: Scott Koster <koster.scott@gmail.com>

Scott –

Things have been going on leisurely for the last nine months.  
I'm have a feeling of promnesia coming on.

Is this a real company and real people we're dealing with?  
I remember you saying good things about W. Chandler Reynolds and Mark Gelazela.

It seems like we're repeating the IDLYC/BMW Majestic experience all over again.  
Can we just get to a closing?

-- Lance

On 8/25/2010 5:39 PM, Scott Koster wrote:

> Lance, as we discussed earlier on the phone, I am getting times set for a call this evening. Richard is letting me know his availability. I will let you know asap. If it does not happen tonight, I will give him your contact info, and have him call you at his leisure.

---

**EXHIBIT 069 – Koster August 26<sup>TH</sup> Aug 2010 10:52:18 -0500 Msg. – Answering Casualness – Gold Buy/Sell Partnership Confirmation – Koster Begins Distancing fr IDLYC**

—— Original Message ——

Subject: Re: Déjà vu

Date: Thu, 26

From: Scott Koster <koster.scott@gmail.com>

To: Lance @ MFI <lance@mockingbirdfilms.com>

The difference here lance, they are not trying to be secretive, and will openly communicate with you when you are contracted. You/the group will be in a partnership for the transaction, and will be provided with all of the information at every step if requested. I will be more out of the loop than anyone, as I will not be a party to the actual transaction.

With all of that, no casual attitude has ever been taken on this side. Very much so with IDLYC and party, but that is being addressed.

---

**EXHIBIT 070 – Emre August 26<sup>TH</sup> Msg. – No Financial Instrument - 1<sup>ST</sup> Conflict w/Koster Claim**

—— Original Message ——

From: Kerim Emre

To: Wendy Hill-Tout ; Vicki Clarkson

Sent: Thursday, August 26, 2010 11:38 AM

Subject: Fwd: Déjà vu

Information and conversation between Scott and Lance. As stated, nothing can move forward until all the i's are doted and t's are crossed. This has nothing to do with Scott and everything to do that the financial instrument won't be generate until a matching gold transaction code can be associated. This is for the protection of the client as well as the issuer of the SBLC.

Best,

Kerim

kerim.emre@gmail.com

Cell: 714-408-8777

Phone: 714-408-4695

Fax: 951-231-9804

**EXHIBIT 071 – Koster August 26<sup>TH</sup> 2010 13:30:42 -0500 – Cannot Deliver the Instrument**

----- Original Message -----

Subject: Re: Déjà vu

Date: Thu, 26 Aug 2010 13:30:42 -0500

From: Scott Koster <koster.scott@gmail.com>

To: Lance @ MFI <lance@mockingbirdfilms.com>, Kerim Emre <kerim.emre@gmail.com>

Eugene (dr. Fletcher) is always available. He does not run a practice, as he is not a medical doctor.

If you have your own gold people, and wish to move to them for your comfort, we can help you get your own instrument to be delivered to that group. I have no issue with that.

As I have outlined, which I thought was fairly clear, is that this particular group will only issue you a contract when they have an exit in place. I don't know about back end timeframes, but they can explain all of that to you when you are under contract.

Now if you have been paid out by a gold buy/sell, you will know the timeframes with the shipping, and transportation of the gold to the refinery, as well as the customs timelines. These are all things that they will discuss with you.

All parties, including John and I, are waiting on the gold buy/sell. We cannot deliver the instrument for you and party, until the call is done, and contracts are in place. Additionally, the lender will not issue, unless there is a transaction code to reference. They will not issue a transaction code until an exit is in place.

I hope this clears things up.

**EXHIBIT 072 – Koster August 30<sup>TH</sup> 2010 20:43:32 -0500 Msg. – Magnitude of Koster's Commercial Enterprise**

——— Original Message ———

**Subject:** Re: Lance, are you back from your travels?  
**Date:** Mon, 30 Aug 2010 20:43:32 -0500  
**From:** Scott Koster <koster.scott@gmail.com>  
**To:** Lance @ MFI <lance@mockingbirdfilms.com>  
**CC:** Kerim Emre <kerim.emre@gmail.com>

Lance, I just wanted to take a second, and explain what all else I do throughout the day. I know that some times you think/feel that I am complacent [sic] throughout the day, and Ive never really talked to you about what I do, outside of you being involved with me on the IDLYC transaction.

Right now, John and I have several pending, and delivered financial instruments to Richard and his group. In addition to dealing with those clients, we have lending files to follow up on, instrument files not going to the Buy/Sell, two separate [sic] BG purchase transactions, and we are starting a new company, to issue SWIFT messages for HedgeFunds, small banks, brokerages, and individuals who do not otherwise have the relationships with their own bank to get items delivered. Its like depository of sorts. In addition to those, we are working with several banks in the Phillipines [sic] to start getting them to issue instruments directly, rather than having an investor own the money.

I know that does not seem like a lot, but pair that with other life tasks and commitments, the day dissapears [sic] very quickly. Nobody works for themselves to be swamped all the time, but it seems that each day I become a slave to my job. Please understand that I am just sitting back and chilling with any of this. I know this has not come up from you lately, but each time I feel horrible, because you have not had a chance to see anything outside of this one nightmare of a transaction. I did not get to where I am today from failed transactions, and I hope that I get to show that to you soon.

So with all of that being said, I did not get ahold [sic] of Richard this evening. He did commit to getting the call knocked out, but we just cannot match schedule's to do this.

Scott

---

**EXHIBIT 073 – Telephone Conference Schedule and Conference w/Gold Trade Company  
Principal Richard Hall**

----- Original Message -----

**Subject:** Re: Call times for tomorrow between 12pm EST and 4:30pm EST

**Date:** Wed, 1 Sep 2010 10:43:18 -0500

**From:** Scott Koster

**To:** Lance @ MFI <lance@mockingbirdfilms.com>

yes. sorry, sent while on the phone.

Your call is scheduled for 1pm EST today. That is 12pm CST. After these calls are done, you will have direct access to Richard, to ask any questions you need to. I do not get involved in that side of the transaction, only the instrument side.

-----  
On Wednesday, September 1, 2010 at 10:39 AM, Lance @ MFI <lance@mockingbirdfilms.com> wrote:

That's 13:00 EST (12:00 PM CST) today?

On 9/1/2010 10:34 AM, Scott Koster wrote:

> Lance, Dr. Fletcher swooped up the 12pm slot right off. I set yours for 1300.

>

> I will call you in a few to discuss.

>

> Scott

>

> On Tue, Aug 31, 2010 at 10:10 PM, Lance @ MFI <lance@mockingbirdfilms.com> wrote:

>

> 12pm EST

>

>

>

On 8/31/2010 8:46 PM, Scott Koster wrote:

>> Just need two available times from you guys to get the call done with Richard of the buy/sell group. He has meetings early in the morning, and late in the afternoon, so the times listed in the subject line are our window to get this done tomorrow.

>>

>> Thanks guys,

>> Scott

---

**EXHIBIT 074 – EMRE EXTORTION & CONVERSION/THEFT OF MONEY SCHEME EVIDENCE**

From: "Lance @ MFI" <lance@mockingbirdfilms.com>  
To: Scott Koster <koster.scott@gmail.com>  
CC:  
Subject: Wrap up & Due Diligence  
Date: Sat, 04 Sep 2010 14:24:17 GMT  
Content-Type: text/plain; charset=utf-8

1. Can we get the Richard's Company information and contracts so we can complete due diligence and wrap up this transaction, or at least find out what the timeline is going to be.

①→

2. Why do all the payment trans actions have to come through the U.S. when Dubai is faster?

3. If Eugene insists his funds be issued from the U.S. why is it necessary for everyone else's funds xfer's be the same?

4. Is Eugene controlling the funds?

5. If Eugene's selection is a requirement, I presume he will be liable for damages incurred by delays, Homeland confiscations, etc.

●←

Lance

9/6/2010 11:10 AM - Scott Koster <koster.scott@gmail.com> - Koster Establishes Extortion Activity Location, Fraud & Double Speak

—— Original Message ——

Subject: Re: Wrap up & Due Diligence  
Date: Sat, 4 Sep 2010 19:11:33 -0500  
From: Scott Koster <koster.scott@gmail.com>  
To: Lance @ MFI <lance@mockingbirdfilms.com>

Lance, I am out of town this weekend. Richard has several companies, and I will ask him which one he is running you guys through, and provide you with that contact information.

The payment funds will come through the US, as that is where the funds to pay for the instrument are being sent from. If I had an off shore acct with sufficient funds to cover that, then we would.

②→The main reason for the funds to stay in the US, is to adhere to your initial agreement with Kerim and Vicki.



③→Regarding him being liable, due to you stating this, I ensure that you have your own, seperate contracts for each of you, utilizing 1/3 of the instrument. Then the only ones liable for delays will be the group.

I will be out of town until monday evening. Lets talk tuesday morning about timelines and get this wrapped up and in your hands.

—  
Scott A. Koster  
koster.scott@gmail.com  
info@alicorncapitalmanagement.com  
Direct: 612-916-7007  
Conference Line: 218-844-8230  
Access Code: 380262#  
Skype: alicorn.capital

-----  
9/6/2010 11:30 AM jchilds3@gmail - Childs acknowledges Emre only had a Fee Payment Agreement for IDLYC transaction

----- Original Message -----

Subject: Re: Wrap up  
Date: Mon, 6 Sep 2010 16:30:17 +0000  
From: jchilds3@gmail.com  
Reply-To: jchilds3@gmail.com  
To: Scott Koster <koster.scott@gmail.com>, Lance @ MFI  
<lance@mockingbirdfilms.com>, Kerim Emre <kerim.emre@gmail.com>

Scott,

④→Actually kerim had an fpa with lance for the IDLYC deal and I was being paid by Alicorn Capital.

I have every intention of having all three clients: lance, dr, etc sign a new FPA. If they refuse I will not waive my commissions on the instrument. If that is the case then the cost will go up from our verbally agreed amount to 1M.

Sent via BlackBerry by AT&T

9/7/2010 2:05 PM CST - Flores Demand for Agreement Verification

From: "Lance @ MFI" <lance@mockingbirdfilms.com>  
To: jchilds3@gmail.com  
CC: Scott Koster <koster.scott@gmail.com>, Vicki Clarkson <vickiclarkson@shaw.ca>  
Subject: Wrap up  
Date: Tue, 07 Sep 2010 05:14:05 GMT  
Content-Type: text/plain; charset=utf-8

⑤→John - Please send a copy of the verbal agreement you had with Scott. This is always why I'm asking for written agreements and verifiable instruments of transactions. The only written agreements I have is the actionable original contract with Alicorn. The only verifiable performance paper that I and our attorneys have received is the bank transfer to Alicorn and evidence of the damages incurring from the IDLYC performance failure since January 12th. This is all that I have with the exception of e-mail communications and source tracking of those communications.

So John, would you please send me a written verified copy of the agreement you have with Scott relating to this transaction which wasn't disclosed in any of the documents presented thus far. I was told that after the IDLYC/BMW Majestic boondoggle there would be communications and transparency. I want everything on the table, clarified, and documented tomorrow; no more surprises.

Let's get this done just as if it were a profession business transaction; but let's get this done.

Lance Flores

On 9/6/2010 11:30 AM, jchilds3@gmail.com wrote:

- > Scott,
- >
- > Actually kerim had an fpa with lance for the IDLYC deal and I was
- > being paid by Alicorn Capital.
- > &c.

-----

9/7/2010 6:20 AM - Childs continues extortion sham referring to a nonexistent Emre agreement or commitment to take a kickback on the settlement of the ALICORN/IDLYC/BMW transaction nonperformance

— Original Message —

From: jchilds3@gmail.com  
To: Lance @ MFI  
Cc: Scott Koster ; Vicki Clarkson  
Sent: Tuesday, September 07, 2010 6:20 AM

Subject: Re: Wrap up

Hi lance,

Forgive me but your request for a copy of my verbal agreement with Scott is a tad confusing. Its verbal and not written.

On the other hand my agreements with Scott, written or otherwise, are between scott and myself. You have no need and no right to the information as it/they do not involve yourself, vicki or anyone else.

⑥→Your concern is your ability to enter into this transaction. In order to do that the three of you will need to execute contracts for the delivery of an SBLC. the LC costs money. I have agreed to do so at no initial markup. I did so out of respect for scott yourself and others. However, I am in no way required to arrange the delivery of any debt instrument for free.

If you choose not to honor your agreements or commitments with Kerim and the other intermediaries then I will have to increase the cost of the instrument back to its normal price to include commissions for all involved rather than deferring until a little later down the road.

your parting comments regarding transparency etc are interesting to say the least.

Everything is on the table Lance. And I agree it is just business.

Sent via BlackBerry by AT&T

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9/7/2010 10:09 AM CST - Flores response to John Childs

From: "Lance @ MFI" <lance@mockingbirdfilms.com>  
Date: Tue, 07 Sep 2010 10:09:18 -0500  
To: <jchilds3@gmail.com>  
Cc: Scott Koster <koster.scott@gmail.com>  
Subject: Re: Wrap up

On 9/7/2010 8:20 AM, jchilds3@gmail.com wrote:  
Hi lance,

Forgive me but your request for a copy of my verbal agreement with Scott is a tad confusing. Its verbal and not written.

See 1., infra.

**On the other hand my agreements with Scott, written or otherwise, are between scott and myself. You have no need and no right to the information as it/they do not involve yourself, vicki or anyone else.**

**1. Your message inferred and appeared the involved the group directly and required individual acknowledgments or sign-off of some transaction. If so, you needn't have sent this message to any of the partners (group) as it is between you and Scott.**

**Your concern is your ability to enter into this transaction. In order to do that the three of you will need to execute contracts for the delivery of an SBLC. the LC costs money. I have agreed to do so at no initial markup.**

**I did so out of respect for scott yourself and others. However, I am in no way required to arrange the delivery of any debt instrument for free.**

**Ibid.**

**If you choose not to honor your agreements or commitments with Kerim and the other intermediaries then I will have to increase the cost of the instrument back to its normal price to include commissions for all involved rather than deferring until a little later down the road.**

**id., et seq. (Honor of agreements or commitments, that's hypocritical to speak of honoring agreements or commitments; what happened to honoring the commitments of the original, signed & sealed agreement over nine months ago of which none of the contract was honored, and for which by common law and interstate regulation federal law, notwithstanding UCC requirements, dependence on the fiduciary duties related to the contract required certain performance.)**

**your parting comments regarding transparency etc are interesting to say the least.**

**2. ... they are a matter of documented fact. From the delivery and performance of investment funds received on December 12, 2009 until this point, notwithstanding the substantial damages incurred over the period of contractual, inter alia, non-performance.**

**Everything is on the table Lance. And I agree it is just business.**

**3. If so, then I would have a copy of everything that is on the table. To Wit, I have no such documentation of anything you say which on the table. If you have a list please send it immediately.**

**It appeared that Scott had everything under control and that execution and delivery was assured, for which we agreed to waive legal remedies for that performance of the gold transaction in lieu of litigation for . Thus, if there is some verbal agreement that don't require a affect the separate agreement, which still requires reissue, then we (the aggregate partners ) needn't be involved.**

**Scott seems to have had everything under control and I am comfortable working with on and am confident he will get the job done.**

Thanks,

Lance

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9/7/2010 10:17 AM - Koster continues extortion sham referring to a nonexistent Emre agreement or commitment to take a kickback on the settlement of the ALICORN/IDLYC/BMW transaction nonperformance and damages

----- Original Message -----

Subject: Re: Wrap up  
Date: Tue, 7 Sep 2010 10:17:32 -0500  
From: Scott Koster <koster.scott@gmail.com>  
To: Lance @ MFI <lance@mockingbirdfilms.com>

Lance, please stop with all the legal talk. I'm saying this just to you. Its not making the situation any easier. The deal I have with John is for he and I to waive any front load commissions for the instrument...nothing more, nothing less. ⑦→He is upset about you dodging the fpa you have with kerim.

⑧→John is an adversary, and not an opponent. However, he does have the legit ability to kill this, as it was his relationship to the lender that made all this possible in the first place.

-----

9/7/2010 11:05 AM, John Childs executes his part of the extortion and kills the Richard Hall/Berea Gold Buy/Sell transaction substitution settlement of the ALICORN/IDLYC/BMW transaction assuming liability for nonperformance and damages

----- Original Message -----

Subject: Re: Wrap up  
Date: Tue, 7 Sep 2010 16:05:13 +0000  
From: jchilds3@gmail.com  
Reply-To: jchilds3@gmail.com  
To: Lance @ MFI <lance@mockingbirdfilms.com>  
CC: Scott Koster <koster.scott@gmail.com>

Hey lance guess what. Good luck to you. ☹→You won't be receiving any help from me in any fashion. If you wish to proceed the cost to deliver the sbic for sixty dfays is 350k less the 50k scott owes you. Let me know when you have the money to participate...

Sent via BlackBerry by AT&T

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9/22/2010 9:54 PM CST - Flores gives notice to Koster and Emre that Emre has no wavier for the ALICORN/IDLYC/BMW tranaction nonperformance and damages

From: "Lance @ MFI" <lance@mockingbirdfilms.com>  
To: Scott Koster <koster.scott@gmail.com>  
CC: Kerim Emre <kerim.emre@gmail.com>, Wendy Hill-Tout <whilltout@voicepictures.com>  
Subject: Just so you guys know  
Date: Thu, 23 Sep 2010 03:54:13 GMT  
Content-Type: text/plain; charset=utf-8

I do not have any waiver agreement with Kerim for damages liability for IDLYC/BMW Majestic so I do not want to complicate matters; better stay away from Mark getting involved in this transaction. I have another gold buy/sell I can get Mark into in the morning.

-----

10/19/2010 5:45 PM, John Childs - Childs fowards the Sub-fee Pay

----- Original Message -----  
Subject: Your final Piece  
Date: Tue, 19 Oct 2010 15:45:07 -0700  
From: John Childs <jchilds3@gmail.com>  
To: Lance @ MFI <lance@mockingbirdfilms.com>  
CC: Scott Koster <koster.scott@gmail.com>

Lance,

☹→I have attached a Sub Fee Agreement to this email. This is the final piece of paperwork that requires your attention as it address' your obligations. The other partners have their own obligations. That said this does not affect them nor will theirs you. Please sign it, add your letterhead to the Header and return it to me. Once I have the entire file completed, I will disseminate it to all three parties. Thanks in advance for both your time and consideration in this

matter.

--  
Regards,

John Childs &c.

{SUB-FEE PAY ORDER attachment (Exhibit 23)}

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10/19/2010 6:11 PM CST - Flores msg. to Childs asking for Emre's agreement with Mockingbird Films, information related to the agreement and a contact number for John Childs

11●→

----- Original Message -----

From: "Lance @ MFI" <lance@mockingbirdfilms.com>

To: "John Childs" <jchilds3@gmail.com>

Cc: "Vicki Clarkson" <vickiclarkson@shaw.ca>; "Wendy Hill-Tout" <whilltout@voicepictures.com>

Sent: Tuesday, October 19, 2010 6:11 PM

Subject: Re: Your final Piece

Provide all background information and the signed agreement between Kerim & Mockingbird Films. Provide all notification information of this subject matter that was delivered to Mockingbird Films prior to 10/19/2010 5:45 PM message sent to mockingbirdfilms.com mail from John Childs.

Please provide a contact phone number which you can be contacted by my legal team and I; or provide your legal counsel's name and contact information.

Thank You,  
Lance Flores

-----  
10/19/2010 6:49 Pm Cst - Flores Msg. To Koster - Breach of Fiduciary Responsibility, Interstate Fraud, and Extortion Notice

From: "Lance @ MFI" <lance@mockingbirdfilms.com>

To: Scott Koster <koster.scott@gmail.com>

CC:

Subject: Your final Piece

Date: Wed, 20 Oct 2010 00:49:13 GMT

Content-Type: text/plain; charset=utf-8

12●→

CALL ME NOW!

I don't recall any agreements to pay Kerim from the settlement to release Alicorn and you from the federal damages law suit. Kerim is still libel for the IDLYC/BMW Majestic damages he has made no settlement agreement with me. Someone else must pay Kerim if they want him paid; perhaps you or John. What has been just done here is a serious breach of fiduciary responsibility, interstate fraud, and extortion. It is imperative you call me right away.

On 10/19/2010 5:45 PM, John Childs wrote:

> Lance,

>

> I have attached a Sub Fee Agreement to this email. &c.

-----

10/21/2010 3:00 PM – John Childs Identifies Author of Extortion Document as Emre

13●→

----- Original Message -----

Subject: Sub FPA

Date: Thu, 21 Oct 2010 13:00:40 -0700

From: John Childs <jchilds3@gmail.com>

To: Lance @ MFI <lance@mockingbirdfilms.com>

CC: Kerim Emre <kerim.emre@gmail.com>, Vicki Clarkson <vickiclarkson@shaw.ca>, Scott Koster <koster.scott@gmail.com>

Lance,

I am sending this so that you are aware that the sub fee agreement i emailed you is Kerim's not mine. From what I am gathering there are two things going on here:

1. The lines of communication between Kerim and yourself are degraded.
2. You are not in 100% agreement with the percentages on the FPA.

If there are other points please elaborate..

In any case the entire group needs for you two to communicate and come to some sort of agreement in regards to this SFPA. If the two of you need me to mediate I will jump on a



conference call with the both of you. The details of this transaction were nearly worked out yesterday. I will not allow the dispute between the two of you to affect the other involved. So please work it out ASAP. Thanks in advance.

Sent from my iPhone

**EXHIBIT 075 – SUB-FEE PAY ORDER - IRREVOCABLE SUB-FEE PAY ORDER.pdf**

**IRREVOCABLE SUB-FEE PAY ORDER**

**IRREVOCABLE SUB-FEE PAY ORDER**

Date: Monday, October 18<sup>th</sup>, 2010

**SUB-FEE AGREEMENT**

**This confidential Irrevocable Sub-Fee Pay Order references the Fee Agreement issued on Monday, October 18, 2010 by Lance Flores of Mockingbird Films International, LLC bearing Passport No. [REDACTED] and is subject to terms and conditions set forth, is a full recourse commercial commitment under penalty of perjury, and shall be covered by the laws set forth by International Chamber of Commerce rules of Conciliation and Arbitration (latest amendments)**

Lance Flores of Mockingbird Films International, LLC, agrees to pay through paymaster, to the below stated Beneficiaries via paymaster direct S.W.I.F.T.-wire transfer to the Beneficiaries banking accounts. The paying agent irrevocably undertakes to make payment in full upon completion of the transaction on the same day that good, clean, clear funds become available and cash settlement is complete. This is a legal and binding Irrevocable Sub-Fee Protection Agreement for all transactions, including rollovers, extensions and renewals, under the above referenced contract as well as any future contracts through this chain.

These amounts are to be paid in the currency of the underlying transaction without undue delay regardless of any variation or condition, which may be agreed between the Principals.

Fees will be transmitted out of the paymaster's bank account, free of all charges, liens, taxes or encumbrances of any kind *except* those wires charges that effect the transfer of said funds to the above named beneficiaries and/or assigns, and the pre-arranged paymaster fees.

This document is unchangeable and irrevocable as to its content and constitutes a legal and binding contract for payment of the above said fees. This document may not be hypothecated without the express permission from the undersigned.

A facsimile copy of this agreement is considered to be and deemed as original, duly validated, legal, binding and enforceable with all Parties.

This Sub-Fee Agreement is Irrevocable, Unconditional, Assignable and Divisible and follows the Rules and Regulations as set forth in the International Chamber of Commerce, ICC 2000 edition, rules of Conciliation and Arbitration.

The Contract number, if any, or any Identification Codes, Banks, Fiduciaries or Trusts, shall always remain the same and shall not be changed including all renewals, extensions, roll overs and additions until this Transaction has been completed without the written consent of all Participants of this Sub-Fee Protection Agreement including the Beneficiaries named above.

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Lance Flores of Mockingbird Films International, LLC \_\_\_\_\_

Kerim Emre \_\_\_\_\_

Vicki Clarkson \_\_\_\_\_

**Non-Circumvention**

The Parties shall respect the integrity and tangible value of this Transaction and shall agree not to circumvent any of the Parties in this Transaction, or any future Transactions under the above-mentioned Transaction code and shall apply to any following Transaction or New Agreement between the Parties. Each of the Parties below accept and understand that any overt or covert action of circumvention of the respected process shall constitute a serious trespass of trust and legality and will be subject to judicial action, recompense and possible punitive damages, as so awarded by legal process.

The names, identities, bank coordinates and other identifying information of persons or entities that are a party to this transaction, contained herein or learned hereafter, shall be a Corporate Trade Secret that shall not be disseminated or circumvented other than as provided for herein, or as allowed under applicable law.

**Non-Disclosure**

The Parties shall not disclose to any third party(ies) (except their bankers and/or attorneys), either directly or indirectly, the fact or nature of their respective professional and business association, or any transaction (or transactional information) in which the Parties are/were/or may be jointly involved, without the prior authority for the other Party and that all names, addresses, telephone numbers, telex/fax numbers, or any other medium of contact or the identity of such value to the respective Party which has expended time and money to develop its contact system except as may be required by law or court order.

Under no circumstances, either during or after the tenure of the formal associations of the above Parties, shall any Party violate the integrity and legality of the contact system without first securing full written authority from the other Parties to do so. Any authority given must require continued fee protection as well as automatic receipt of copies of all future correspondence with the referred partners;

The parties agree this sub-agreement will remain in place for all transactions for R. Lance Flores of Mockingbird Films International LLC.

Banking information along with copy of identification to be provided directly to if beneficiary does not disclose below.

Page | 2 of 3

Lance Flores of Mockingbird Films International, LLC \_\_\_\_\_

Kerim Emre \_\_\_\_\_

Vicki Clarkson \_\_\_\_\_

Beneficiary 1

16.7% of 100% of proceeds from **each payout**

**Beneficiary Name:** Kerim S Emre  
**Bank Name/Address:** US Bank, 40473 Murrieta Hot Springs Rd, Murrieta, CA 92563  
**Account Number:** 153462847523  
**Swift Codes:** USBKUS44CAL  
**Routing Number:** [REDACTED] 5821  
**Account Name:** Kerim S Emre  
**Bank Officer & Title:** Erica Acosta, Assistant Manager  
**Bank Telephone/Fax:** (951) 894-1823

Please notify of transfer: [kerim.emre@gmail.com]

Beneficiary 2

**A one-time fee** of 188,850.00 USD will be paid to Vicki Clarkson, from Lance Flores of Mockingbird Films International, LLC portion of proceeds after Beneficiary 1 is paid.

**Beneficiary Name:** Vicki Clarkson  
**Bank Name/Address:** TD Canada Trust, 5680 Signal Hill Centre SW, Calgary, Alberta Canada T3H 3P8  
**Account Number:** [REDACTED]  
**Swift Codes:** TDOMCATTOR  
**Routing Number:** 026009593  
**Account Name:** Vicki Clarkson  
**Bank Officer & Title:** Leigh-Anne Eastman  
**Bank Telephone/Fax:** 403-292-2747 ext. 233/403-292-2943

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Lance Flores of Mockingbird Films International, LLC \_\_\_\_\_  
Kerim Emre \_\_\_\_\_  
Vicki Clarkson \_\_\_\_\_

**EXHIBIT 076 – John Childs' September 9<sup>TH</sup> Msg. – Defining Procedures of Gold Buy/Sell Instrument Transactions**

(Thursday, September 9, 2010 4:03 AM CST)

—— Original Message ——

**Subject:** CIS

**Date:** Thu, 9 Sep 2010 09:04:03 -0700

**From:** John Childs <jchild3@gmail.com>

**To:** John Childs <jchild3@gmail.com>

Gentleman,

To date I have only received the Completed CIS for Ivan. Thanks you Ivan. In order for me to proceed to the next step with the paperwork, I need the remaining two CIS packages. Thanks in advance. Upon receipt and succesful review of all three packages I intend to do the following and in this order:

- \* Prepare an FPA (this will insure that the proceeds are distributed properly to the three of you) and Sub Fee Agreeemet (this will ensure that all brokers are paid properly) for Dr. Fletcher and his team.

- \* Prepare a Sub Fee Agreement for Ivan.

- \* Prepare a Sub Fee Agreement for Lance.

Once they have been executed and returned to me, I will lodge them with my paymaster He will distribute the funds accordingly and to their proper destinations as they come in. Once this is done I will:

- \* Prepare the contracts for delivery of the SBLC for review and subsequent execution.

- \* Scott will request the Asset Management Agreement from Richard Hall and his group for your review and subsequent execution.

- \* Scott will fund escrow.

- \* I will complete the transaction detail report for the SBLC provider.

- \* The SBLC will be delivered electronically.

- \* The Escrow will be released and my lender paid.

- \* The SWIFT will be requested and delivered Standard Bank of South Africa (MT798 Envelope / MT760).

- \* The ISN number will be generated upon successful receipt of the SWIFT.

- \* My roll and Alicorn's roll as SBLC provider will be concluded at this point and you will be in the very capable hands of Richard and his team.

Thanks in advance for your time and consideration.

--  
Regards,

John Childs  
Independent Contractor  
Direct: 925-858-3987  
Fax: 925-407-8440  
Skype: john.childs.cft  
Conference Call: 712-432-0111  
Access Code: 999381#

EXHIBIT 077 – Koster's September 15<sup>TH</sup> 2010 12:05:00 -0500 – Bank of America Instrument Issue

----- Original Message -----

Subject: saw you called

Date: Wed, 15 Sep 2010 12:05:00 -0500

From: Scott Koster <koster.scott@gmail.com>

To: Lance @ MFI <lance@mockingbirdfilms.com>

I left you a VM. I am on the road for most of today, but will be back by 3:30 to get my daughter off the bus at 4.

John is out due to issues with his Birth Father. He is slipping fast. He has his phone with him, and was talking about coming back friday, possibly monday. He was not close to his dad, but was to the rest of the family.

As far as the buy/sell goes, they are standing by, waiting for John to get back. Late last week, we had a group of two instruments delivered to BoA, and the beneficiary did not alert their banker of the incoming instruments, and it got his accts locked up. This caused a fairly big issue for them, as they have 7 concessions total lined up using this beneficiary. They are working to get that fixed. Im telling you this, as these are the small issues that can come up. Its not a big deal, but a big headache :)

Give me a call back when you get a chance. Im just waiting for a meeting now at a coffee shop, and will be getting on the road from here, towards home for one last meeting.

Scott



**EXHIBIT 078 – Koster's September 22<sup>ND</sup> Msg.– Status of Gold Buy/Sell**

----- Original Message -----

**Subject:** Update on the BoA issue, and resolution

**Date:** Wed, 22 Sep 2010 12:08:10 -0500

**From:** Scott Koster <koster.scott@gmail.com>

**To:** koster.scott@gmail.com

Hello all,

I have been on the phone off and on this AM with Richard, and the gold sellers regarding the delivery issue of the SBLC's prior to yours to BoA. The actual gold sellers, the beneficiary, Richards group, myself, and possibly John have a call lined up for some point today, on a floating time, to discuss the resolution options that they have available. Because BoA directly rejected the swift, due to their miscommunication with the beneficiary, we need to either have the clients pay for a second swift, or work around the swift, and move forward. Everyone is on edge, and wants to position themselves as best as possible for their own benefit. I will know more about the timeline for resolution as the day goes on, but I did not want to keep you guys hanging on, with no information.

As far as John goes, he will be back in action fully tomorrow, and ready to get rolling on business. To issue the contracts, as outlined early on, we do require the transaction code from the buy/sell group. As soon as they have the BoA issue worked out, we can get that from them. They have 7 total concessions available through this seller, with taxes and customs fee's already paid for! They have talked of acquiring an additional 3-5 concessions, as an apology from the buy/sell group. If we get those, and you guys have anyone sitting in the wings waiting for an opportunity, this would be a good time to move. I will keep you all posted on the developments as they come today.

--  
Scott A. Koster

koster.scott@gmail.com

info@alicorncapitalmanagement.com

Direct: 612-916-7007

Conference Line: 218-844-8230

Access Code: 380262#

Skype: alicorn.capital